SC Department of Natural Resources

1000 Assembly Street, Room 242-A P.O. Box 167 Columbia, SC 29202 (Return quote to the above address.)

James H. Jackson, Procurement Manager

Phone: (803) 734-3978 Fax: (803) 734-5973 E-mail: JacksonJ@dnr.sc.gov

http://www.dnr.sc.gov/admin/procure/bulletin.html

REQUEST FOR QUOTATION

Return Quote No Later Than:	Quote Number: Q110009JJ				
October 8, 2008 11:00 AM					
Title: Analysis of SCDNR Boater Database					
Mailing Date: September 15, 2008	Direct Inquiries to: James Jackson				
James H. Jackson, Director of Procurement Services	Req. Number: 110009				
Vendor Name:	FEIN or Social Security Number				
Vendor Mailing Address:	Reason for no quote:				
City, State, Zip:	Telephone Number: Fax Number: E-mail Address:				
Authorized Signature (Manual)	Internet Address:				
Authorized Signature (Manual):	Authorized Signature (Typed), Title:				

AWARD & AMENDMENTS: The award, this solicitation, and any amendments will be posted at the following web address: http://www.dnr.sc.gov/admin/procure/bulletin.html.

Upon Receipt, the vendor should submit a quotation in the manner indicated below. The closing date/time specified above is the time by which a quotation is required. A public opening will not be held for quotations.

Deliver supplies/services FOB destination to the following address unless specified differently elsewhere herein: South Carolina Department of Natural Resources, Attn: Monica Linnenbrink, 1000 Assembly Street, P.O. Box 167, Columbia, SC 29201

Requested Delivery Time: Analysis must be completed by December 15, 2008.

MUST BE SIGNED TO BE VALID

We hereby agree to furnish items and/or services for which prices are listed in accordance with any attached specifications.

**Quote number and closing date must be shown on envelope. **

**Quotes under \$10,000.00 may be faxed. All quotes over \$10,000.00 must be submitted in a sealed envelope. **

Do not include any taxes in the quotation price(s).

Quotation Acceptance period: In compliance with the quotation, and subject to all conditions thereof, the signer offers and agrees, if this quotation is accepted within ______days from the date of closing, to furnish any or all items/services quoted at the prices set forth. Acceptance period will be thirty (30) days unless specified otherwise above.

IMPORTANT SC RVP & SC/US Preferences

SC Resident vendor Preference

I certify that I am a resident vendor meeting all qualifications as defined in Section 11-35-1524 of the SC Consolidated Procurement Code and hereby request the preference be exercised on my behalf in the consideration of award of this quote.

*In order to make claim for this preference in the award of this quote, the person signing the quote must place their initials here

*Address and phone number of SC office. (Must be completed if making claim)

Phone #

SC/US Made, Manufactured or Grown End-Product Preference

*By signing quote and checking the appropriate space(s) provided and identified on the quote pricing schedule, vendor certifies that the end product(s) as shown in this quote are either made, manufactured or grown in South Carolina or other States of the United States, ref: 11-35-1524. The preference does not apply to services.

Note: These do not apply to a vendor of goods, whether in quantity or not, when the price of a single unit is more than \$30,000.00, or to quote awards less than \$10,000.00.

Notice: Important information pertaining to preferences.

*If a vendor has not requested the preferences he will neither be entitled to claim any preference against another vendor nor will he be protected from application of another quote's claim to a preference against his quote in determining contract award.

INSTRUCTIONS TO QUOTERS

Tie quotations will be resolved as outlined in Section 11-35-1520(9) (A) - (D) of the South Carolina Consolidated Procurement Code.

Right to protest under Section 11-35-4210(1) of the Consolidated Procurement Code does not apply. Re: Small purchases (less than \$50,000 in actual or potential value) Section 11-35-1550(3).

Unless otherwise stated, all prices must be firm.

Do not include any taxes in the quotation price(s).

Quotation Rejection/Cancellation: The State of South Carolina reserves the right to reject any or all quotes and to cancel the quotation.

Unit Price Governing: Unit price will govern over extended price unless otherwise stated in the request for quotation.

Quotation Amendments: All amendments to and interpretations of this quotation shall be in writing from the procurement officer of the Department of Natural Resources. The procurement officer shall not be legally bound by any amendment or interpretation that is not in writing.

GENERAL CONTRACT CLAUSES

Default: In case of default by the contractor, the State reserves the right to purchase any or all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible vendor until the assessed charge has been satisfied.

<u>Certification Regarding Debarment and Other Responsibility Matters:</u>

- (a)(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-
- (i) Offeror and/or any of its Principals-
- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
- (B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

Certificate of Independent Price Determination

GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

- (a) By submitting an offer, the offeror certifies that—
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—
- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory—
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or
- (2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];
- (ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

Indemnification: Contractor shall indemnify and save harmless the State, its officers, agents, and employees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright.

Protection of Human Health and the Environment: The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "Protection of Human Health and the Environment". Any contractor doing business with the State will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to, "The Hazard Communication Standard" OSHA CFR 1910.1200 (SCRR Article 1,71-1910.1200). By submission of this quote, the vendor agrees to take all necessary steps to ensure compliance with these requirements.

Payment of Goods & Services: Payment of goods and services received by the State shall be processed in accordance with section 11-35-45 of the South Carolina Procurement Code.

SPECIAL PROVISIONS

Acquisition Instructions: The purpose of this bid invitation is to provide services complying with the enclosed description and/or specifications and conditions as applicable to this bid notice.

Quoting Instructions: The specifications listed herein are not to be considered restrictive to one source of supply. However, items offered must be equal in quality and performance. The offeror must include with his quote, supporting product data sufficient for the State to determine equality and acceptability. The right is reserved to reject any offering in which the items offered are considered unsatisfactory in any manner. The State will determine if minor deviations from the listed features are acceptable.

Evaluation/Award: Award will be made to one vendor for entire quantity.

IMPORTANT NOTICE

Bidder/Offeror

Re: S.C. Withholding Tax Amendments Code Section 12-9-310(A)(2)(3)

Effective July 1, 1994, Section 49, Appropriation Bill, Part II amended the above referenced code section to eliminate withholding from payments to nonresident contractors and rental recipients if the nonresident is registered or registers with the S.C. Department of Revenue or the S.C. Secretary of State's Office. The nonresident must provide an affidavit to whomever they are contracting with to that effect.

The entity or person letting the contract to the nonresident will retain the affidavit. In the absence of an affidavit being provided, withholding will be required (contracts-2%, rental or royalty recipients-7% for corporations, or 5% for individuals and partnerships).

The filing of the affidavit affirming registration by the nonresident eliminates the requirement to withhold by those letting contracts to nonresident as well as the posting of the surety bond by the nonresident. Enclosed is an affidavit and instructions to be used when contracting with nonresidents.

Forms to register for all taxes administered by the South Carolina Department of Revenue may be obtained by calling the License and Registration Section at (803) 898-5872 or writing the S.C. Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140.

INSTRUCTIONS

NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS

Code Section 12-9-310(A)(3) requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed \$10,000.00 in any one calendar year.

Code Section 12-9-310(A)(2) requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

PURPOSE OF AFFIDAVIT

A person is not required to withhold taxes with regard to any nonresident taxpayer who submits an affidavit certifying that it is registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

TERM AND DURATION OF AFFIDAVIT

It is recommended that an affidavit be obtained from a nonresident taxpayer for each separate contract or agreement. Otherwise, the affidavit submitted by a nonresident taxpayer shall remain in effect for a period of three (3) years, or for a lesser time if the person earlier receives notice of revocation of exemption from withholding from the South Carolina Department of Revenue.

STATE OF SOUTH CAROLINA DEPARTMENT OF REVENUE NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING

The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1.	Owner, Partner(s) or Corporate Name of Nonresident Taxpayer:
2.	Trade Name (Doing Business As):
3.	Mailing Address:
4.	Federal Identification Number:
5.	Hiring or Contracting with: Name: Address:
	Receiving Rentals or Royalties From: Name: Address:
6.	I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate statement below): The South Carolina Secretary of State or The South Carolina Department of Revenue Date of Registration:
7.	I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.
8.	I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Section 12-9-310 at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.
Th	e undersigned understands that fine; imprisonment or both could punish any false statement contained herein.
	cognizing that I am subject to the criminal penalties under Code Section 12-54-40(b)(6)(f)(5), I declare that I have examined this davit and to the best of my knowledge and belief, it is true, correct and complete.
	(Seal)
(Si	gnature of Owner, Partner or Corporate Officer) Date
If (Corporate officer state title:
(Na	ame - Please Print)

Internet Accessibility, Release of Copyright and Publishing Rights

It is the intent of the Department of Natural Resources to provide resource information to Department employees, vendors and the general public through the Department's Web Page. This information is featured in the "Doing Business with DNR" section of the web page. From time to time, product information, product literature and photographs of products may be used to further emphasize the Department's mission or to emphasize or introduce a certain product to our employees that may be under contract.

The execution of this document, your firms signature, hereby authorizes and gives permission to the Department of Natural Resources to utilize product literature, photographs and product information as necessary to disseminate this information to its web users.

At times, the Department may request digital prepared photographs (data saved to disk that can be uploaded to the web server) and literature formatted for web publication that your firm has readily available and may be currently using in its own web site. This information will be provided to the department at no cost.

The successful bidder shall indemnify and save harmless the State of South Carolina and all State officers, agents, and employees, from all suits of claims of any character brought by reason of infringing on any patent, trade mark or copyright. Bidder shall have no liability to the State if such patent trademark or copyright infringement or claim is based upon the States' use of material furnished to the State by the bidder.

Bidder is in agreement with the terms and conditions of this copyright release by the execution of this document by the representative company official below:

(Seal)
(Signature of Owner, Partner or Corporate Officer) Date
If Corporate Officer state title:
(Name - Please Print)
My company is not currently represented on the Internet and/or I wish not to participate in exchanging company product literature, photographs for your agency use. I have indicated below by reasons.
Wish not to participate
Not currently represented
Please Check Which Applies.

<u>Specifications for Analysis of South Carolina Department of Natural Resources (SCDNR)</u> <u>Boater Database</u>

Background:

Over 400,000 people register boats in South Carolina, ranking the state 8th nationally. In 2006, new powerboat, motor, trailer and accessory sales generated \$437,921,000 (an increase of 7% from 2005) in South Carolina. As boating increases, it becomes even more important that boaters understand how to boat safely. Just this year, there have been 13 boating fatalities in South Carolina. Almost all of these fatalities would have been avoided if the boater had taken a few simple safety precautions.

Scope of Work:

To improve the South Carolina Department of Natural Resources' (SCDNR) boating safety program, SCDNR is seeking a qualified contractor to analyze its boater electronic database to gather accurate trend data and demographic and lifestyle information about South Carolina boaters. This information will help the agency improve its existing boater education program. Information gathered through the assessment will guide how SCDNR promotes boating safety to the public who use boats. Boating safety messages, promotional strategies and tactics can all be improved based on the assessment. The assessment will also help SCDNR promote fishing to existing SC boaters.

SCDNR's databases CANNOT be used for any other purpose other than the analyses specified by the SCDNR. Any data provided by the SCDNR, or developed on behalf of the SCDNR, cannot be resold or used for purposes not affiliated with, and approved by, SCDNR. The selected contractor will be required to sign a confidentiality agreement.

The successful contractor will complete the following work tasks to meet this bid request:

- 1. Obtain complete boater registration and license holder database from SCDNR.
- 2. Clean boater and license holder databases. The contractor will need to remove duplicate and incomplete records as well as purge databases of inactive records.
- 3. Analyze boater database to provide the following assessment. The assessment must include reference tables and maps that summarize the results. The tables and maps must include the mean and median of each query.
 - Number of unique boaters (not number of boat registrations)
 - Number of boat registrations
 - Boaters age
 - Where boats are purchased
 - Year boat manufactured
 - Model
 - Make of boat
 - Construction of boat
 - Propulsion of boat
 - Fuel type used
 - Use of boat
 - Type of vessel
 - One owner vs. more than one owner of the boat
 - County breakdown of where boat registrants live
 - Where boaters live (include cluster map of South Carolina with colored dots showing where people live especially in comparisons to water bodies)
 - Top 10 tapestry segments of boaters, including lifestyle segmentation of boaters. Segmentation will explain customer diversity, describe lifestyles, and incorporate a wide range of data such as demographic, business, socioeconomic and market potential.
 - Boat registration purchase time of year, provide dates of sale and month of sale.
 - Boat registration frequency. (Boaters are required to register their boats every three years. Boat registrations are on a three year cycle, not on a fiscal year. Registrations must be renewed three years from the date of purchase. Hunting and fishing licenses are purchased on a fiscal year system.)
- 4. Analyze boater database in comparison to fishing license holder database to provide the following information. The analysis will also include reference tables and maps that summarize results. The maps must include the mean and median of each comparison.
 - Summary of the number of anglers who have their boats registered and those who don't have boats.
 - Age of boaters who are also anglers.
 - Gender of boaters who are also anglers.
 - Race of boaters who are also anglers.

- Where anglers live who also have a boat registered.
- Top 10 Tapestry segments, including lifestyle segmentation, of people with a fishing license and a boat registered.
- 5. Provide SCDNR with a report of the findings, along with recommendations about how to use findings to improve the boating safety program and fishing promotions.

Project Requirements:

- 1. In order to maintain data consistency and to permit comparisons with previous conducted analyses of anglers and hunters, contractors must use Tapestry lifestyle software or a software program compatible with Tapestry.
- 2. When analyzing who is hunting, fishing, boating, etc, lifestyle analyses are required to give a different look and perspective about who is participating and who is not. Simple demographic profiles are not enough as they do not show where to present messages, what to say, etc.
- 3. Due to the timelines associated with marketing and communications campaigns, potential contractors must show a track record of effectively assessing state license data bases and delivering analyses and prioritized mailing lists rapidly and accurately. (See "Contractor Submittals" below.)

Contractor Submittals:

In addition to the completed solicitation package, contractors bidding on this solicitation must also provide the following information with their bid:

- Contractors must provide a plan of work that includes their plan of action, staffing assignments, and a timetable for completion of required tasks.
- Contractors must provide a cost proposal listing the total project cost to be paid by SCDNR. The total project cost must include all elements of work and all costs associated with this project. The total cost should also be provided on the pricing schedule found at the end of the solicitation package (Page 10).
- Contractors must provide a summary of their experience and ability in performing services similar to those outlined in this solicitation.
- Contractors must provide SCDNR with (3) three work references from previous completed projects of similar work scope. Contractors must provide names, addresses, telephone numbers, and a brief description of the services provided.

Contractor's Work Commencement:

The contractor shall commence work immediately upon receiving contract award notification, and complete all work including reviews and comments by SCDNR and designated participants.

Project Completion:

The assessment must be completed by December 15, 2008, so that SCDNR can use the data to plan for the 2009 boating season.

Submission Of Questions - Deadline: September 26, 2008 11:00 AM

Potential Offerors are encouraged to submit written questions at any time prior to the deadline. The deadline for submission of questions is September 26, 2008 by 11:00 AM. The South Carolina Department of Natural Resources (SCDNR) and the State of South Carolina are not under any obligation to respond to further questions, but reserve the right to do so after this deadline. Any follow-up questions must relate only to the amendment issued in the responses from SCDNR. Questions may be submitted as soon as they arise and all questions do not have to be submitted at one time. When possible, please submit all questions by email. Address the subject line of your email as follows: QUESTIONS: Q110009JJ

Mark Ouestions: OUESTIONS: O110009JJ

Title: Analysis of SCDNR Boater Database

Attn.: James Jackson

QUESTIONS MAY BE E-MAILED TO: FAXED TO: 803-734-5973

JacksonJ@dnr.sc.gov

OR MAILED TO ADDRESS PROVIDED ON COVER PAGE.

PRICING SCHEDULE

LINE ITEM	COMMODITY/SERVICE DESC	QTY.	U/M	SC	US	UNIT PRICE	EXTENDED PRICE
0001	Analysis of SCDNR Boater Database	1	Lot			\$	\$
	as per Attached Specifications						

DELIVERY_____DAYS ARO